

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
NEIMAN MARCUS GROUP LTD LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 20-32519 (MI)
	)	
Reorganized Debtors.	)	(Jointly Administered)
	)	

**STIPULATION AND AGREED ORDER  
APPROVING THE CONFIDENTIAL SETTLEMENT  
AND RELEASE AGREEMENT BETWEEN THE REORGANIZED  
DEBTORS, THE LIQUIDATING GUC TRUST, AND MICHAEL VALLE**

This stipulation and agreed order (the “Stipulation and Agreed Order”)<sup>2</sup> is made and entered into by and between the Reorganized Debtors<sup>3</sup> (and for the period of time prior to the Effective Date, the “Debtors”), the Liquidating GUC Trust (the “Liquidating GUC Trust”), and Michael Valle (the “Claimant,” and together with the Reorganized Debtors and the Liquidating GUC Trust, collectively, the “Parties”). The Parties hereby stipulate and agree as follows:

---

<sup>1</sup> The Reorganized Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is NMG Holding Company, Inc. (5916). The Reorganized Debtor’s service address is: One Marcus Square, 1618 Main Street, Dallas, Texas 75201.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the *Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (With Technical Modifications)* [Docket No. 1795, Ex. A] (the “Plan”).

<sup>3</sup> The “Reorganized Debtors” are, collectively: NMG Holding Company, Inc.; Bergdorf Goodman LLC; Bergdorf Graphics, Inc.; Mariposa Intermediate Holdings LLC; NEMA Beverage Corporation; NEMA Beverage Holding Corporation; NEMA Beverage Parent Corporation; NM Bermuda, LLC; NM Financial Services, Inc.; NM Nevada Trust; NMG California Salon LLC; NMG Florida Salon LLC; NMG Global Mobility, Inc.; NMG Notes PropCo LLC; NMG Salon Holdings LLC; NMG Salons LLC; NMG Term Loan PropCo LLC; NMG Texas Salon LLC; NMGP, LLC; and The Neiman Marcus Group LLC.

**RECITALS**

**WHEREAS**, on or about December 5, 2017, the Debtors, as Owner, and JRM Construction Management, LLC (“JRM Construction”), as Contractor, entered into that certain Standard Form of Agreement Between Owner and Contractor (the “Construction Agreement”), regarding construction to occur at 500 West 33rd Street, New York, New York 10001 (“20 Hudson Yards”);

**WHEREAS**, JRM Construction entered into a subcontract with Interstate Drywall Construction for the performance of certain work in furtherance of the project at 20 Hudson Yards subject to the Construction Agreement between the Debtors and JRM Construction;

**WHEREAS**, the Claimant alleges that he slipped and fell at 20 Hudson Yards while performing work for his employer Interstate Drywall Construction on or about May 24, 2018 (the “Incident”);

**WHEREAS**, on or about April 24, 2019, the Claimant filed a civil action against The Neiman Marcus Group LLC, among others, in the Supreme Court of the State of New York, County of New York, in a case styled *Michael Valle v. Board of Managers of 20-30 Hudson Yards, et al.*, and numbered Index No. 154241/2019 (N.Y. Sup. Ct., New York County, New York) (the “New York Action”), seeking damages allegedly arising from or related to the Incident;

**WHEREAS**, The Neiman Marcus Group LLC denied it was liable to Claimant and tendered defense of the Claimant’s alleged claims in the New York Action to JRM Construction pursuant to the indemnification provision of the Construction Agreement;

**WHEREAS**, on May 7, 2020 (the “Petition Date”), the Debtors commenced these chapter 11 cases;

**WHEREAS**, on September 4, 2020, the Bankruptcy Court entered the *Order Confirming the Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*

[Docket No. 1795] confirming the Plan;

**WHEREAS**, on September 25, 2020, the Effective Date of the Plan occurred;

**WHEREAS**, on the Effective Date, the Liquidating GUC Trust was established to, among other things, reconcile General Unsecured Claims and distribute the Liquidating Trust Assets to Holders of Allowed General Unsecured Claims in accordance with the Liquidating Trust Agreement [Docket No. 1955] and the treatment set forth in the Plan;

**WHEREAS**, on January 18, 2021, the Claimant filed proof of claim number 1154 (the “Valle Claim”) against Neiman Marcus Group LTD LLC, seeking allowance and payment of an unliquidated, general unsecured claim based on an alleged right to payment of damages for injuries he allegedly sustained in connection with the Incident;

**WHEREAS**, the Claimant is enjoined from continuing the New York Action absent relief from the injunction set forth in Article VIII.F of the Plan (the “Plan Injunction”);

**WHEREAS**, the Parties have engaged in good faith settlement negotiations and entered into a Confidential Settlement and Release Agreement attached hereto as sealed **Exhibit A** (the “Confidential Settlement and Release Agreement”);

**WHEREAS**, the Liquidating GUC Trust’s participation in this Stipulation and Agreed Order and the Confidential Settlement and Release Agreement is contingent upon entry of an order approving the *Liquidating GUC Trust’s Motion for Entry of an Order Authorizing the Liquidating GUC Trust to file Under Seal the Confidential Settlement and Release Agreement as Exhibit A to the Stipulation and Agreed Order Approving the Confidential Settlement and Release Agreement Between the Reorganized Debtors, the Liquidating GUC Trust, and Michael Valle*, filed contemporaneously herewith (the “Sealing Motion”);

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AND STIPULATE AS FOLLOWS:**

1. All foregoing recitals are incorporated by reference as if set forth verbatim herein.
2. The terms of the Confidential Settlement and Release Agreement, including without limitation the releases therein, are accepted and approved in their entireties.
3. Unless otherwise agreed by the Parties, the Confidential Settlement and Release Agreement shall not be effective and binding unless and until the Bankruptcy Court enters an order granting the Sealing Motion.
4. The Bankruptcy Court shall have exclusive jurisdiction to resolve any and all disputes related to this Stipulation and Agreed Order and the Confidential Settlement and Release Agreement. Each of the Parties irrevocably consents for all purposes related to this Stipulation and Agreed Order to the jurisdiction of the Bankruptcy Court and agrees that venue is proper in the Bankruptcy Court.
5. Nothing in this Stipulation and Agreed Order, whether express or implied, shall be construed to give to any person or entity other than the Parties any legal or equitable right, remedy, interest, or claim under or in respect of this Stipulation and Agreed Order.

**IT IS SO ORDERED.**

Houston, Texas  
Dated: January \_\_, 2024

---

MARVIN ISGUR  
UNITED STATES BANKRUPTCY JUDGE

Dated: January 32, 2024

/s/ Michael S. Lamonsoff

Michael S. Lamonsoff, Esq.  
Law Offices of Michael S. Lamonsoff, PLLC  
Financial Square at 32 Old Slip  
New York, NY 10005  
Telephone: (212) 962-1020  
Email: jlesnevec@msllegal.com

-and-

Thomas A. Howley (TX Bar No. 24010115)  
HOWLEY LAW PLLC  
Pennzoil Place – South Tower  
711 Louisiana Street Suite 1850  
Houston, Texas 77002  
Phone: 713-333-9120  
Email: tom@howley-law.com

*Counsel for Claimant*

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh (TX Bar No. 24062656)  
Jennifer F. Wertz (TX Bar No. 24072822)  
Kristhy M. Peguero (TX Bar No. 24102776)  
Veronica A. Polnick (TX Bar No. 24079148)  
JACKSON WALKER L.L.P.  
1401 McKinney Street, Suite 1900  
Houston, Texas 77010  
Telephone: (713) 752-4200  
Email: mcavanaugh@jw.com  
Email: jwertz@jw.com  
Email: kpeguero@jw.com

*Co-Counsel to the Reorganized Debtors*

-and-

KIRKLAND & ELLIS LLP  
KIRKLAND & ELLIS INTERNATIONAL  
LLP  
Anup Sathy, P.C. (admitted *pro hac vice*)  
Chad J. Husnick, P.C. (admitted *pro hac vice*)  
300 North LaSalle Street  
Chicago, Illinois 60654

/s/ Michael D. Warner

Michael D. Warner (TX Bar No. 00792304)  
Benjamin L. Wallen (TX Bar No. 24102623)  
PACHULSKI STANG ZIEHL & JONES  
LLP  
440 Louisiana Street, Suite 900  
Houston, TX 77002  
Telephone: (713) 691-9385  
Facsimile: (713) 691-9407  
Email: mwarner@pszjlaw.com  
Email: bwallen@pszjlaw.com

-and-

Justin R. Bernbrock (admitted *pro hac vice*)  
Robert B. McLellarn (admitted *pro hac vice*)  
Sheppard, Mullin, Richter & Hampton LLP  
321 N. Clark St., 32<sup>nd</sup> Floor  
Chicago, Illinois 60654  
Telephone: (312) 499-63001  
Facsimile: (312) 499-6301  
Email: jbernbrock@sheppardmullin.com  
Email: rmcllellarn@sheppardmullin.com

-and-

Jennifer L. Nassiri (admitted *pro hac vice*)  
Sheppard, Mullin, Richter & Hampton LLP  
333 South Hope Street, 43rd Floor  
Los Angeles, CA 90071  
Telephone: (213) 617-4106  
Facsimile: (213) 443-2739  
Email: jnassiri@sheppardmullin.com

-and-

Amanda Cottrell, Esq. (TX Bar No. 24064972)  
Steven Gersten, Esq. (TX Bar No. 24087579)  
Sheppard, Mullin, Richter & Hampton LLP  
2200 Ross Avenue, 24th Floor  
Dallas, TX 75201  
Telephone: (469) 391-7400

Telephone: (312) 862-2000  
Email: anup.sathy@kirkland.com  
Email: chad.husnick@kirkland.com  
-and-

Matthew C. Fagen (admitted *pro hac vice*)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Email: matthew.fagen@kirkland.com

*Co-Counsel to the Reorganized Debtors*

Facsimile: (469) 391-7577  
Email: acottrell@sheppardmullin.com  
Email: sgersten@sheppardmullin.com

*Counsel for the Liquidating GUC Trust and  
Mohsin Meghji, in his capacity as trustee of  
the Liquidating GUC Trust*

**EXHIBIT A**

**(Filed Concurrently Under Seal)**